

ENROLLMENT AGREEMENT PAYMENT PLAN ONE

Animal Behavior College, Inc.

27509 Avenue Hopkins, Valencia, CA 91355

(800) 795-3294

Address of School Offices - See "Notice to Students" Page for location of instruction.


Student Name _____ Student Number **ABC**

Address _____ City _____ State _____ Zip Code _____ Phone _____
Course Title **Dog Obedience Instructor** a total **11** Stages(Lessons) are required to complete the course.
Start Date: _____ Scheduled Completion Date: _____ See "Notice to Students" Page

Registration and Application Fee (non-refundable).....	\$ 75.00
Tuition \$.....	\$3,855.33
Study Materials.....	\$1,516.67
Technology Fee.....	\$ 100.00
Shipping and Handling Fee(non-refundable).....	\$ 32.00
Sub-Total	\$5,579.00
Other – Payment Plan Adjustment.....	(\$2,148.00)
<u>TOTAL PROGRAM COST</u>	\$3,431.00

"YOU ARE RESPONSIBLE FOR THIS AMOUNT. IF YOU GET A STUDENT LOAN, YOU ARE RESPONSIBLE FOR REPAYING THE LOAN AMOUNT PLUS ANY INTEREST."

My signature below certifies that I have read, understand, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

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Signature of Student _____ Date _____

THIS IS A LEGALLY BINDING INSTRUMENT WHEN SIGNED BY THE STUDENT AND ACCEPTED BY THE SCHOOL.

This agreement accepted by _____
Signature of School Official _____ Date _____

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**BE SURE TO READ ALL OF THE PAGES OF THIS AGREEMENT.
IT IS PART OF YOUR CONTRACT WITH ANIMAL BEHAVIOR COLLEGE, INC.**

Notice to Students

Your training may take longer than stated on Page 1 as your Scheduled Completion Date. In stage 10 of this course, you will participate in actual animal training sessions (“Externship”). As part of this course you will be assigned a trainer (“Mentor”) whom you will work with in your Externship. It is possible that, you may be delayed in completing your training due to scheduling delays or inclement weather. Animal Behavior College, Inc. makes every effort to continue your training without any delays; however, if there is a problem in scheduling your Externship when you finish stage 9, you may experience a delay of up to several months in completing your course. As noted above, seasonal considerations including weather could delay the completion of your course.

Cancelled Externship - Occasionally and due to a variety of reasons ABC may elect to cancel an Externship prior to completion. If this occurs ABC may schedule a new Externship (“Reset”). In the event a Reset is required, it is likely the externship hours, already completed, will need to be repeated. This will be at ABC’s sole discretion. In the event of a Reset due to cancellation, ABC will make every effort to continue your training with minimal interruption; however the student understands that delays of up to several months could occur before the Reset is scheduled. If this happens, the student understands and agrees that it will not be considered a breach of contract by ABC nor grounds for cancellation of the program.

Failed Externship - Occasionally a student may fail all or part of an Externship. If this occurs ABC will counsel the student and may elect to Reset another Externship in full or part based solely on ABC’s judgment of the situation. In the event of a Reset due to a failed Externship, ABC will make every effort to continue your training with minimal interruption; however the student understands that delays of up to several months could occur before the Reset is scheduled. In the event of a Reset due to a failed externship, the student understands they may be charged for the additional externship and it may be necessary for them to travel outside of their agreed maximum mileage as stated in Exhibit A. The student understands and agrees that any delays in their Externship due to a Reset of a failed Externship, will not be considered a breach of contract by ABC nor grounds for cancellation of the program.

Your training may not be at a location close to your lodging. In stage 10 of this course, you will participate in an Externship. The location of the Externship will be as close to your local area as possible, but you may have to travel to a location outside your local area. The Externship could be held in a public park, a pet store, or other location as determined by the Mentor. You will be contacted by Animal Behavior College, Inc. as to where and when the Externship will be provided. Every effort is made to provide your Externship as close to you as possible and at a time that is convenient for you.

As part of signing this Agreement, I understand that there could be possible delays in completing my training and that such delay could be even greater if a Reset is required. I also understand that I will complete my Externship in a location determined by Animal Behavior College, Inc. This location may not be in my local area.

Maximum Program Completion Time

Students are expected to complete their program within the defined maximum program completion time, which can not exceed 1.5 times the normal duration. ABC defines the normal duration as the length of time it would take a student to complete the total program credit hours.

Program	Normal Duration	Maximum Time Frame
Dog Obedience Instructor Program	52 Weeks	78 Weeks

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Initial _____

ANIMAL BEHAVIOR COLLEGE
EXHIBIT A

ABC EXTERNSHIP AND ABC STUDENT PLEDGE

ABC agrees to make every reasonable effort to assign the student a qualified ABC Dog Trainer nearest to them. The Student agrees and understands that it may be necessary for him/her to travel within a minimum radius of _____ miles from the Zip Code of their residence in order to participate in the Externship portion of the ABC program. The maximum radius the student agrees to travel in order to participate in the Externship portion of the ABC program is _____ miles from the Zip Code of their residence. The student agrees that if the student moves from their current residence, the mileage requirements are subject to change by ABC. While we understand that some students do not have control over being relocated, it is important that all students understand that the externship portion of the program must be completed in the United States or Canada. Student must arrange their own, reliable transportation, to and from Externship location.

The student understands the exact training location and training times will be based on the availability of the Trainer, once they reach this stage of the program. Students understand and agree that they will need to be flexible regarding the dates and times ABC assigns for the Externship portion of the program. ABC does not guarantee any specific training dates or times.

The student understands they may be required to bring a ‘friendly’ dog with them as part of their Externship. The student understands that a friendly dog is defined as a dog that is friendly and comfortable with people, as well as friendly and comfortable with other dogs. Very importantly, the student’s dog must not show any aggressive behavior including but not limited to snarling, growling, or biting people or other dogs. The student understands and agrees that the Trainer will ultimately determine if a dog is classified as ‘a friendly dog’.

During this stage of the program, the student will observe the trainer’s methods of teaching basic obedience cues and solving basic behavioral challenges. The student will also be required to practice and demonstrate what they have observed in addition to verbally explaining the step by step process of individual cues. The student will be evaluated on their personal conduct, their observation ability, their aptitude for training dogs and their ability to verbally explain each training process.

Externship Facility Requirements -While ABC does not require a background check for students, some Externship facilities may require that a student successfully pass a criminal background check and/or drug screen prior to acceptance. Externship facilities may also require certain inoculations prior to the Student starting the Externship in their facility (example: rabies, tetanus vaccination, etc). The Student understands and agrees to follow the Externship facility’s protocol, including, but not limited to, incurring the costs of any screening or inoculations that the facility may require.

The student understands that by signing below they agree to the above travel requirements and Externship Facility Requirements.

X _____ X _____
Signature: Date:

ABC STUDENT PLEDGE

I promise to donate a minimum of 10 hours as an ABC Student Dog Trainer at the local humane society, shelter or rescue, of my choice, during the Externship portion of this program. I agree to practice positive motivation training skills during my voluntary service in an effort to help homeless dogs become better candidates for adoption.

I understand that successfully completing the 10 hours of volunteer work is one of the prerequisites for graduating from ABC with ‘honor’ student status. I also understand that volunteering does not guarantee ‘honor’ student status.

The student understands that by signing below they accept the ABC Student Pledge.

X _____ X _____
Signature Date

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ANIMAL BEHAVIOR COLLEGE

EXHIBIT B

SIGNATURE PAGE

ABC PHYSICAL REQUIREMENTS

ACKNOWLEDGEMENT PHYSICAL REQUIREMENTS AND ASSUMPTION OF RISK

I have received and read Exhibit B, The Physical Requirements for Admission. I understand the physical requirements needed in order to successfully complete the ABC program and acknowledge that this is the Signature Page for Exhibit B, noted above. If at any time I am no longer able to perform the physical requirements listed on Exhibit B, I understand that I should contact ABC to discuss whether there is a reasonable accommodation which would allow me to successfully and safely complete the program. I understand that if no reasonable accommodation is possible, I may not be able to successfully complete the program.

I am aware that participation in the program and the Externship portion of the program involves certain risks. Animal bites and/or scratches can result in secondary skin infections or, if serious, surgical repair. There can be risk of infectious disease, including parasites, which can be transmitted from animal to human (zoonotic diseases). I also understand that I may not be aware of all the potential risks associated with participation in the program but nevertheless I elect voluntarily to participate and am willing to accept the risks.

I also understand that if I am pregnant or become pregnant during the course of my program, I am advised to consult my physician before attending Externship portion of the program. I understand that attendance of Externship sessions may endanger the health of both myself and unborn baby due to potential exposure to chemicals, parasites such as toxoplasmosis, pesticides, anesthetic and/or pharmaceutical agents and substances including x-radiation that is known to cause birth defects and miscarriage. I understand that due to health concerns and/or restrictions imposed by mentors, pregnant students may be unable to attend Externship sessions during their pregnancy. I understand that if I do not successfully complete the Externship portion of the program, I will not receive certification.

Knowing the risks described above, and in consideration of being permitted to participate in the program, I agree to assume all the risks and responsibilities resulting from my participation in the program. I hereby release and forever discharge the ABC and its agents and employees from any and all liability for injury or loss to person or property arising out of my participation in the program.

X _____
Signature

X _____
Date

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ANIMAL BEHAVIOR COLLEGE
EXHIBIT D

ABC PAYMENT AGREEMENT

PLEASE SIGN BELOW WHERE APPLICABLE

I, _____, agree to pay the total program cost in advance of any materials being sent to _____. In return for this, ABC agrees to the total program cost of \$3,431.00. I am enclosing payments and/or have or do authorize ABC to charge the \$3,431.00 to my credit card, which represents payment in full.

FOR CREDIT CARD PAYMENT: The issuer of the card identified on this item is authorized to pay the amount shown as "Total Program Cost". I promise to pay such "Total Program Cost" subject to and in accordance with the agreement governing the use of such card.


Name on Card:

Credit Card: XXXX-XXXX-XXXX- _____ Exp. Date:

REGISTRATION AND APPLICATION FEE (non-refundable).....	\$ 75.00
TUITION.....	\$3,855.33
STUDY MATERIALS.....	\$1,516.67
TECHNOLOGY FEE	\$ 100.00
SHIPPING AND HANDLING FEE(non-refundable).....	\$ 32.00
SUB-TOTAL.....	\$5,579.00
PAYMENT PLAN ADJUSTMENT.....	(\$2,148.00)
<u>TOTAL PROGRAM COST</u>	\$3,431.00

IF, MAKING PAYMENT BY CHECK/MONEY ORDER

I, _____, agree to pay the total program cost by Check or Money Order in advance of any materials being sent to _____. In return for this, ABC agrees to the total program cost of \$3,431.00. This payment represents my payment in full.

X _____
 Signature

X _____
Date

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**ANIMAL BEHAVIOR COLLEGE
NOTICE OF CANCELLATION**

Date accepted into the program

You may cancel this transaction, without any penalty or obligation, within three business days from the above date (Saturday, Sunday and holidays are not business days).

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiated instruments executed by you will be returned within 10 business days following receipt by seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in new, unopened condition, any goods delivered to you under this contract; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without further obligation.

To cancel this transaction, mail, email, facsimile or deliver a signed and dated copy of this cancellation to:

**Steven Appelbaum, Director
Animal Behavior College, Inc.
27509 Avenue Hopkins
Valencia, CA 91355**

NO LATER THAN MIDNIGHT OF **3 business days from date accepted**

Note: Purchase of educational goods and services offered by a school is deemed to take place when written and final acceptance is communicated to the student by the school. If the representative who enrolls you is authorized to grant written acceptance at the time you enroll; and does so, the cancellation period ends at the time specified above. If you have not been accepted in writing at the time you enroll, the cancellation period does not end until midnight of the third business day after the day you receive written acceptance by certified mail from the school.

I hereby cancel this transaction.

Date _____ Student's Signature: _____

Student's Name (Please print): _____

Street Address: _____

City, State, Zip Code: _____

WISCONSIN REFUND PROVISIONS

Updated 2021/2022

REFUND PROVISIONS - BUYER’S RIGHT TO CANCEL-Students have the right to cancel this Agreement from a course of instruction at any time. If cancellation from the course of instruction is after the period allowed for cancellation of the agreement, Animal Behavior College, Inc. may pay a refund. This cancellation period extends until midnight of the seventh business day following your password protected access to the Animal Behavior College, Inc., online Study Materials. Cancellation shall occur when you give notice of cancellation to Steven Appelbaum, Director, 27509 Avenue Hopkins, Valencia, CA 91355. Your notice of withdrawal may not be in any particular form or delivered in any specific manner. The notice of cancellation, if sent by mail, is effective when deposited in the mail properly addressed with postage prepaid. The notice of cancellation need not take any particular form and, however expressed, it is effective if it shows that you no longer wish to be bound by this Agreement.

Study Materials are charged separately and may be returned for refund if they are in new, unopened condition and returned to Animal Behavior College, Inc. within 30 days following the date of the student’s request for cancellation. Animal Behavior College, Inc. shall refund the amount charged for the Study Materials upon receipt of the Study Materials in new, unopened condition. If the student fails to return the Study Materials in new, unopened condition, within 30 days following the date of the student’s request for cancellation, Animal Behavior College, Inc. may offset the tuition refund by the amount charged for the Study Materials.

WITHDRAWAL FROM COURSE-Students have the right to withdraw from a course of instruction at any time. If a student withdraws from the course of instruction after the period allowed for cancellation of the agreement, the student may be eligible for a refund, less a registration fee not to exceed \$75.00. Refund of the Technology Fee is solely based on the number of stages student had access to prior to cancellation. Animal Behavior College, Inc., will pay any refund due within 40 days following confirmation of the student’s withdrawal. If the student paid for the course, the refund will be paid to the student. If an agency or third party paid for the course, the refund will be paid to the agency or third party.

The student is obligated to pay for the educational services rendered. Any refund shall be determined by a) the dollar amount paid for tuition, b) the number of stages not yet completed and c) any amount owed for Study Materials never received or any amount owed for Study Materials returned in new, unopened condition. The eligible tuition refund amount is calculated by taking the contracted tuition amount, subtracting any payment plan adjustment, then dividing that dollar amount by the total number of stages in the program, and then multiplying that amount by the total number of stages not yet completed.

No refund is required for any student who withdraws or is dismissed after completing 60% of the potential lessons of instruction. If the amount that the student owes is more than the amount that the student has already paid, the student is responsible for that outstanding balance and agrees to make arrangements for re-payment that are satisfactory to ABC.

The student is deemed to have withdrawn from the course when any of the following occurs:

- a) The student notifies Animal Behavior College, Inc., of the withdrawal.
- b) Animal Behavior College, Inc. terminates the student's enrollment.
- c) The student has failed to submit three consecutive lessons or has failed to submit a completed lesson within 60 days of its due date. For the purpose of this paragraph, the date of the student’s withdrawal shall be deemed to be the 61st day after the last completed lesson.

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Initial _____

Animal Behavior College

FOLLOW-UP AGREEMENT

STUDENT NAME: _____ DATE: _____

Please list two people who do NOT live in your household and who will always know your whereabouts.

1. NAME _____ PHONE # _____

EMAIL ADDRESS _____

ADDRESS _____

CITY _____ STATE _____ COUNTRY _____ ZIP _____

2. NAME _____ PHONE # _____

EMAIL ADDRESS _____

ADDRESS _____

CITY _____ STATE _____ COUNTRY _____ ZIP _____

As a student enrolled in a vocational training program regulated by the State of California Department of Consumer Affairs Bureau for Private Postsecondary Education, I agree to provide information on the Verification of Employment form which will be made available at a later time.

I authorize the contact of the above individuals in an effort to locate me anytime during my program or after graduation to obtain the required employment verification and to inform me of numerous opportunities, available only to ABC graduates, such as employment options, continuing education programs, and ABC Alumni memberships.

I understand that the information I provide will be kept strictly confidential.

I also hereby give permission to my past/present employer to release information to Animal Behavior College regarding my employment and earnings.

Signature of Student

Date

Signature of Animal Behavior College Registrar

Date

Private Postsecondary and Vocational Education Reform Act § 94854 MINIMUM PERFORMANCE STANDARDS; EFFECTS OF FAILURE TO MEET; RECORDS; AUDITS; INVESTIGATIONS

(j)An institution shall maintain records of the name, address, and telephone number of students who enroll in a program of instruction, including students who begin the program and students who cancel pursuant to Section 94867, and of students who graduate from that program of instruction. An institution shall inquire whether students who complete a program of instruction obtain employment starting within six months of completing the program in the occupation to which the program of instruction is represented to lead and continue in employment for a period of at least 60 days. The inquiry shall be documented by a list indicating each student's name, address, and telephone number; the employer's name, address, and telephone number; the name, address, and telephone number of the person who provided the information regarding the student's employment to the institution; the name, title, or description of the job; the date the student obtained employment; the duration of the student's employment; information concerning whether the student was employed full-time or part-time including the number of hours worked per week; and the names, addresses, and telephone numbers of students who choose not to seek employment and instead enroll in another program to earn a higher degree, as well as the name and address of the institution in which they enroll. If the student is self-employed, the list shall include reliable indices of self-employment such as contracts, checks for payment, tax returns, social security contribution records, records of accounts receivable or customer payments, invoices for business supplies, rent receipts, appointment book entries, business license, or any other information required by the bureau that is a reliable indicator of self-employment.

ANIMAL BEHAVIOR COLLEGE

EXHIBIT H

AGREEMENT TO ARBITRATE DISPUTES


READ THIS DOCUMENT CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE SUIT IN COURT.

In the event there is a dispute, claim or controversy between me and Animal Behavior College Inc. (“ABC”) (and/or its directors, officers, employees or agents) relating to or arising out of my enrollment and/or participation in any course of study offered to me by ABC, and the parties are unable to resolve same through direct discussion, regardless of the kind or type of dispute, ABC and I agree to submit all such claims and disputes exclusively to final and binding arbitration under the Federal Arbitration Act (in conformity with the procedures of the California Arbitration Act, Cal. Code Civ. Proc. sec. 1280 *et seq.*, if applicable).

It is expressly agreed that the claims which are to be arbitrated under this Agreement To Arbitrate Disputes (“Arbitration Agreement”) include, but are not limited to, claims for tuition, materials fees, failure to educate and other compensation, claims for breach of contract (express or implied), claims for violation of public policy, wrongful dismissal from any ABC course of study, tort claims, claims for fraud, nondisclosure and misrepresentation, claims for unlawful discrimination, harassment, and/or retaliation to the extent allowed by law, and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance. The claims which are to be arbitrated under this Arbitration Agreement include, without limitation, claims under (a) the Americans with Disabilities Act,

(b) the federal Fair Trade Commission Act; (c) the California Private Postsecondary and Vocational Education Reform Act; (d) the Consumer Legal Remedies Act; (e) the California Unfair Competition Law; and (f) the Unruh Civil Rights Act, (g) the California Disabled Persons Act, and (h) and all similar state laws. Each party retains the right to seek injunctive and equitable relief in aid of arbitration, to the extent permitted by law.

Any dispute, controversy or claim covered by or arising out of this Arbitration Agreement shall be resolved through binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the AAA Consumer Arbitration Rules (the “Rules”). These Rules are available at: <http://www.adr.org/>. The Rules may also be obtained by calling 1-800-778-7879.

 Initial _____


There shall be one arbitrator as mutually agreed by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be chosen in accordance with the Rules. Each party shall have the right to conduct reasonable discovery, as determined by the arbitrator, to the extent permitted by the Rules.

This Arbitration Agreement does not prevent me from filing a charge or complaint with any government agency. It also does not prevent me from participating in any investigation or proceeding conducted by an agency. However, if one of these agencies issues a right to sue notice, binding arbitration under this Arbitration Agreement will be my sole remedy.

To the extent permitted by law without impairing the enforceability of this Arbitration Agreement, ABC and I agree that each shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person and that each will not assert class or representative claims against the other in arbitration. To the extent permitted by law without impairing the enforceability of this Arbitration Agreement, ABC and I further agree that class action and representative action procedures shall not be asserted or permitted in arbitration. Claims brought by me or by ABC may not be joined or consolidated in the arbitration with claims brought by or against any other students or graduates, unless agreed to in writing by all parties.

The arbitrator shall have all powers conferred by law and a judgment may be entered on the award by a court of law having jurisdiction. The arbitrator shall render a written arbitration award that contains the essential findings and conclusions on which the award is based. Following the issuance of the arbitrator’s decision, either party may petition a court to confirm, enforce, correct or vacate the arbitrator’s opinion and award under the Federal Arbitration Act, and/or applicable state law.

I will pay the AAA initial filing fee, up to a maximum of \$200. Once I pay this initial fee, ABC will pay the arbitrator’s fees and costs, as well as any additional AAA administrative fees. Except to the extent otherwise provided by law, the parties shall each pay the fees of their own attorneys and the expenses of their own witnesses.

 Initial _____

This Arbitration Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Arbitration Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of the Arbitration Agreement and shall not affect the validity and enforceability of such remaining provisions.

I understand that I have the right to opt-out and not be bound by this Arbitration Agreement by sending written notice of my to opt-out election to the following address: Animal Behavior College, Attn: Michelle Metzger, Program Operations Manager, 27509 Avenue Hopkins, Valencia, CA 91355, or studentsatisfaction@animalbehaviorcollege.com. I understand that in order to do this, I must provide my name, address, and the email that is associated with my account, and a clear statement that I want to opt-out of this Arbitration Agreement, within 30 days after my enrollment is accepted by ABC. Otherwise, I will be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Arbitration Agreement. If I opt-out of this Arbitration Agreement, ABC will similarly not be bound by this Arbitration Agreement.



Initial _____

I understand that by signing this Arbitration Agreement, I am giving up my right to a trial in a court of law and my right to a trial by jury.

Signature:

Date: